## BRIDGER BOWL INC. 2013 - 2014 SEASON PASS PRODUCTS AGREEMENT \*\*\*\*\* PLEASE READ CAREFULLY \*\*\*\*\*

The following information outlines Bridger Bowl Inc., pass policies and regulations. It is imperative pass holders follow these rules and agree in writing to be bound by the policies and conditions of this agreement. In issuing this pass, Bridger Bowl Inc., makes no guarantees as to opening date, closing date, days of operation, lifts or trails in operation, snow conditions, availability of parking, or availability of added value benefits.

Pass holder agrees to visibly wear his/her pass or ticket whenever loading any chairlift or tow and present it upon demand for inspection.

Users of Bridger Bowl Ski Area are required to abide by "Your Responsibility Code", Bridger Bowl Inc. Mountain Regulations and Montana State Law, Section 23-2-736, 23-2-735, 23-2-704 and 23-2-702 MCA. Regulations are enforced. Bridger Bowl Inc., reserves the right to cancel a pass and/or ticket without a refund and may refuse future purchase of pass and/or ticket for failure to comply with the mountain regulations, state law, or disregard for the safe use of lifts, tows, slopes, and other facilities at the area including transportation services. This includes, but is not limited to: furnishing fraudulent information on your season pass application; failure to present ticket/pass; use of your pass/ticket by another person; reckless skiing; skiing fast in slow skiing areas; excessive speed; tucking; endangering others; crossing the area boundary (except at designated gates and access zones); skiing in a closed area; skiing under rope closure lines; failure to use retention devices; theft of goods, services or equipment; disorderly conduct; vandalism; abusive profanity; intoxication; lift line violations; and parking violations.

See the Mountain Regulations and Pass Policy pamphlets for additional information.

If your pass is lost or stolen, you must report it immediately to the Ticket Office.

## ALL SEASON PASS PRODUCTS ARE NON TRANSFERRABLE AND NON REFUNDABLE

## WARNING, NOTIFICATION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT \*\*\*\*\* PLEASE READ CAREFULLY \*\*\*\*\*

I hereby voluntarily request that Bridger Bowl Inc. issue me and/or my minor child(ren) a pass in accordance with the terms of this agreement. I understand there are inherent dangers and risks of skiing that are part of the sport including: changing weather conditions; snow conditions as they exist or as they may change, including ice, hardpack, powder, packed powder, wind pack, corn snow, crust, slush, cut-up snow, and machine-made snow; avalanches, except on open, designated ski trails; collisions with natural surface or subsurface conditions, such as bare spots, forest growth, rocks, stumps, streambeds, cliffs, trees, and other natural objects; collisions with lift towers, signs, posts, fences, enclosures, hydrants, waterpipes, or other artificial structures and their components; variations in steepness or terrain, whether natural or the result of slope design, snowmaking, or snow grooming operations, including but not limited to roads, freestyle terrain, ski jumps, catwalks and other terrain modifications; collisions with clearly visible or plainly marked equipment, including but not limited to lift equipment, snowmaking equipment, snow grooming equipment, trail maintenance equipment and snowmobiles, whether or not the equipment is moving; collisions with other skiers; the failure of a skier to ski within that skier's ability; skiing in a closed area or skiing outside the ski area boundary as designated on the ski area trail map; and restricted visibility caused by snow, wind, fog, sun, or darkness. I am aware that natural and man-made obstacles exist. Fencing, equipment covers, signs, rope lines and other marking devices may be in place and mark some, but not all, of the potential obstacles or hazards. These markers will not prevent injury. I understand it is my responsibility to stay away from marked areas. I acknowledge the existence of these risks and accept such risks, on behalf of myself and/or my minor child(ren), whether they are marked or unmarked.

Warning, Risk of Avalanche: Avalanche hazard reduction measures within the ski area boundaries help reduce the risk of avalanches, but can not eliminate the possibility of an avalanche occurring. I acknowledge the existence of this risk and accept such risk on behalf of myself and/or my minor child(ren).

I am aware that there are inherent and other risks or dangers for those who are in the process of approaching, loading, riding, unloading and departing from chairlifts, tows and conveyors. All passengers who use a chairlift, tow or conveyor shall be responsible for their own loading, riding and unloading. I understand that all persons who use a chairlift, tow or conveyor shall be presumed to have sufficient ability, physical dexterity and/or personal assistance to negotiate and to be evacuated safely.

I am aware that skiing, using aerial chairlifts, tows and conveyors may result in loss, damage, expense, or injury (including death) from these risks and I accept such risks on behalf of myself and/or my minor child(ren).

ON BEHALF OF MYSELF AND/OR MY MINOR CHILD(REN) NAMED ON THIS AGREEMENT, I HEREBY RELEASE, HOLD HARMLESS AND INDEMNIFY BRIDGER BOWL INC., ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE, OR INJURY (INCLUDING DEATH) TO MYSELF AND/OR MY MINOR CHILD(REN) RESULTING FROM THE RISKS DESCRIBED HEREIN, REGARDLESS OF WHETHER SUCH RISKS RESULT FROM THE NEGLIGENCE OF BRIDGER BOWL, INC., AND THE PARTIES RELEASED.

IF I AM SIGNING ON BEHALF OF A MINOR, I ACCEPT FULL RESPONSIBILITY FOR ALL MEDICAL EXPENSES OR LIABILITY INCURRED AS A RESULT OF THE MINOR'S ACTIONS OR USE OF THIS PASS AND AGREE TO RELEASE, HOLD HARMLESS AND INDEMNIFY BRIDGER BOWL INC., AND THE PARTIES RELEASED ABOVE FOR ANY SUCH EXPENSES. I AGREE TO EXPLAIN AND ENFORCE "YOUR RESPONSIBILITY CODE," BRIDGER BOWL MOUNTAIN REGULATIONS, MONTANA STATE LAW AND THE SAFETY ITEMS OUTLINED IN THIS AGREEMENT.

## Pass Holders under the age of 18 are required to have a parent or legal guardian read and sign this Agreement. I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND IT, AND ACCEPT ITS TERMS.

Pass Holder Name - Print Clearly	Date of Birth	Pass Holder Signature	Parent/Legal Guardian Signature for each minor child	Date